



# DURANT INDEPENDENT SCHOOL DISTRICT

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1323 Waco Street, Durant Oklahoma 74701

(580) 924-1276 Phone

(580) 924-6019 Fax

## INVITATION TO BID

**Bid 21221117**

**Dark/Lit fiber wan services / Internet access bundle**

District Request for Proposal documents are available via download at:

<http://www.durantisd.org/index.php/district/rfpsurplus> or may be requested via email from the district.

Sealed proposals for dark/lit fiber wan services / Internet access bundle at Durant Public Schools will be received by the Durant Independent School District until **3:00 PM local time on January 7, 2022** at the office of the Business Manager located at 1323 Waco Street, Durant, OK 74701, at which time Bids will be publicly opened and read aloud.

Bids may be submitted in person or by mail addressed to:

Durant Independent School District  
Attn: Duane Merideth, Superintendent  
1323 Waco Street  
Durant, OK 74701

**All bids must be received prior to the bid opening time. Bids will not be accepted after the specified time and all late bids will be returned unopened.** Any bid may be withdrawn prior to the above scheduled opening time.

All bids must be clearly marked with the name and address of the person, firm or corporation submitting a bid. All proposals must be sealed in an opaque envelope and plainly marked on the exterior of the envelope:

**“Durant Public Schools – Bid Package 21221117 Dark/Lit fiber wan services / Internet access bundle**

Durant Independent School District reserves the right to accept or reject any or all bids, waive any informalities or technicalities therein, and to award in part or in the entire as they deem best serves the interest of the Durant Independent School District

Sealed bids are requested in terms of net delivered prices as per the Bid Conditions and Specifications.

All submittals **MUST** be properly filled out and duly executed on the Official Bid Form with all spaces completed by the bidder. Any bid not submitted in this manner may be rejected.



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## Dark/Lit fiber wan services / Internet access bundle

### GENERAL BID CONDITIONS AND INSTRUCTIONS

#### I. GENERAL

##### A. AWARD OR REJECTION

Bidders shall prepare their submission in compliance with the instructions in this package and **ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORMS PROVIDED IN THIS PACKAGE**. Failure to do so may result in disqualification of your bid.

Durant Independent School District (the "District") reserves the right to reject any or all bids. Bid award will not necessarily be made on the basis of price alone; suitability to purpose, design, quality, past service, ability of vendor to deliver in a timely manner, or any other factor deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the District shall be final and not subject to contest by others.

The award of the bid(s) will be made on a TOTAL BID BASIS or by individual bid packages. Each Bid Package Price offered shall include all costs associated with freight, delivery.

Quantities ordered will meet or exceed quantities specified. Prices will be subject to renegotiation if quantities ordered are less than specified.

Bids shall remain open and valid and subject to acceptance for thirty (30) days after opening date unless otherwise stipulated.

##### B. WAIVER

**The District reserves the right to waive any irregularities held to be within the scope of the law.**

##### C. INTERPRETATIONS OR CHANGES

Changes, by the district, in the model specified for quality level purposes and/or specifications presented in the bid package shall be made by written notice of change and will be e-mailed to vendors holding contract documents. All changes will become part of the purchase order contract by this reference, and all bidders shall be bound by such change, whether or not it was received by the bidder.

Should a Bidder find discrepancies, errors, or omissions in the documents, the bidder shall notify the District no later than ten (10) days prior to the date of the bid opening.

#### D. WITHDRAWAL OF BID

Bids may be withdrawn by the vendor, prior to the stated time of opening, but may not be withdrawn for a period of thirty (30) days.

#### E. FORCE MAJEURE

The parties to any enduring purchase order contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, strike, loss or shortage of transportation, facilities, lockout, power failure or reduction, commandeering of materials, products, plants, or facilities by the government, provided that: Satisfactory evidence thereof is presented to the District, and provided that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in the purchase order contract shall be adjusted by a period of time equal to such time lost because of the stated condition.

#### F. TECHNICAL SPECIFICATIONS AND DRAWINGS

All Bid Proposal Forms and all related data that are to be included in your bid are included with this package as received.

It is the bidder's responsibility to obtain and verify all information required to bid, prior to submission of your bid. To claim you did not know or did not understand is unacceptable.

No objections with regard to the application, meaning, or interpretation of these specifications will be considered after the closing date of subject bid.

#### G. VERIFICATION

The successful vendor(s) shall furnish, deliver, and verify the proper functioning of the units in the quantities as designated by the District purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the specifications or the sample furnished by the bidder and accepted by the District. Materials or supplies which are not in accordance and conformity with such specifications shall be rejected.

#### H. PURCHASE ORDER

The successful bidder(s) shall be furnished a purchase order with the School District's billing instructions on the purchase order. If multiple purchase orders are required, the total of all purchase orders shall equal the bid total.

#### I. ASSIGNMENT

The Bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

The District will pay their non-discounted portion of invoiced amount upon delivery of 100% of the equipment and for each phase in the event the project requires multiple phases. The District reserves the right to withhold the non-discounted portion of the invoices amount until a "Punch List," provided by the successful bidder, has been completed and signed off by the District (i.e. Protection against Freight Claims, etc.).

#### II. QUALITY

Bids are requested on this inquiry in accordance with brands, specifications, and/or testing as indicated in the written

Specifications.

### III. SERVICE

#### A. BIDDER REFERENCES

Bidding firms that have not done projects for Durant Public Schools must ensure the bid is accompanied by a history of the bidding firm and three (3) customer references (include name and phone number of contact person or persons) to help indicate the bidder's fitness as an acceptable source for this equipment and their ability to provide service for any awarded items.

#### B. SERVICE RESPONSE

Bidder must be available to respond to the District's request for service by physically being at the school's site within 24 hours of the request.

Successful bidder MUST have a Project Management Team to oversee the process from order entry and delivery to replacements due to freight damage.

\*The Project Management Team shall be responsible for: tracking all awarded products through the manufacturing process; regularly updating the project time line via telephone, e-mail, or fax (District's communication preference) – track all carriers to assure an on time pre-scheduled delivery; contracting with professional delivery service.

#### C. DELIVERY

Delivered products shall be shipped for inside delivery and coordinated with the District over a 25-day work window.

### IV. PRICING

#### A. SUBMISSION

All bids shall be submitted in a sealed envelope and delivered to the District marked "Durant Public Schools –Bid Package 21221117 Dark/Lit fiber wan services / Internet access bundle, Attn: Duane Merideth, Superintendent, 1323 Waco Street, Durant, OK 74701".

Bids received after January 7, 2022 3:00 PM will be returned unopened.

Bids shall be clearly marked on the outside of the envelope, along with the time the bid is due.

**All prices or notations must be typed, written in ink or computer generated on the Form of Proposal provided.** Any corrections that are made must be made before the proposals are opened. No oral or telegraphic modifications will be considered.

**Bids must meet the attached specifications. Any exceptions and/or modifications must be noted and fully explained. No exceptions.**

#### B. TAX

Bid prices should NOT include sales tax. The District is exempt from the payment of Federal Excise Taxes and Oklahoma Sales Tax. The District shall provide a Tax Exempt Certificate to the winning bidder.

#### C. ADDITIONAL CHARGES

No charge of containers, packing or any other purpose will be allowed over and above the prices bid.

V. DELIVERY

A. FREIGHT CHARGES

Prices shall be FOB Destination/ District campus located at 1323 Waco Street, Durant, OK 74701

B. FREIGHT DAMAGE

**The bidder is responsible for the filing of all Freight Damage related claims.** The District has up to ten (10) days after delivery of awarded products by the freight carrier in which to notify the bidder of said damage. All freight damage is the sole responsibility of the bidder, and the District is exempt from any replacement costs and/or **paperwork** due to said freight damage.

VI. HOLD HARMLESS AND INDEMNITY

A. INSURANCE

The District reserves the right to require evidence of Public Liability Insurance in an amount not less than \$1,000,000.00 for one (1) person injured in and one (1) accident, naming the District, its officers or agents, as an additional insured. A Certificate of Insurance will be required in such cases.

B. SAFETY

All equipment and supplies furnished shall meet all applicable regulations of the prevailing codes and applicable safety regulations of the Division of Industrial Safety of the existing State Health and Safety Codes.

C. DEFENSE

The vendor shall assume the defense of and shall pay, indemnify, and save harmless the District, its agents and employees, from all suits, actions, claims, damages, losses, and costs of every kind and description to which they or their agents or employees may be subjected by growing out of any act of commission or omission by the vendor, its agents or employees, or its subcontractors.

Said defense will be applicable in connection with any activity, including any removal, relocation, construction, installation, maintenance work, service or operation being undertaken or performed by or for the vendor whether on or off the site or any portion thereof, whether such suits, actions, claims, damages by its agents and employees, or by other persons, corporations, or legal entities to whom the District or its agents and employees may be liable.

D. ASSIGNMENT

The bidder shall not assign or transfer by operation of law or otherwise any or all of these rights, burdens, duties, or obligations without the prior written consent of the surety on the contract bond and the District.

The undersigned acknowledges receipt of these General Bid Conditions and Instructions and understands that the District's Board of Education reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding process.

I acknowledge receipt of addendums, if any, as follows:

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**EQUIPMENT Specifications**  
**Durant Public Schools**  
**E-Rate Bid Package 21221117**  
**Dark/Lit fiber wan services / Internet access bundle**

**General Specifications For Items**

**Summary**

This project is to provide either dark or lit fiber wan services/Internet access bundle, with pricing reflecting a ten (10) year commitment. All cat 1 equipment and maintenance should be included as part of the bid. Provider shall use commercially reasonable efforts to provide the Services to Customer 24 hours per day, seven days per week. The fiber will be 2 strands from each location listed below, back to the Administration Building, located at 1323 Waco Street, Durant, OK. Pricing should reflect minimum wan bandwidth of 10Gbps and minimum dedicated Internet bandwidth of 2Gbps. Project is contingent upon receiving E-rate funds for the 2021-2022 E-rate year.

**Specifics**

Durant High School – 950 Gerlach Drive, Durant, OK 74701

Durant Middle School – 802 W Walnut Street, Durant, OK 74701

Durant Intermediate School – 1314 Waco Street, Durant, OK 74701

George Washington Elementary – 400 Gerlach Drive, Durant, OK 74701

Northwest Heights Elementary – 1715 University Blvd, Durant, OK 74701

Robert E. Lee Early Childhood Center – 824 W Louisiana Street, Durant, OK 74701

Washington Irving Elementary – 812 W Locust, Durant, OK 74701

Durant Vision Academy – 3916 W University Blvd, Durant, OK 74701

Durant Schools Transportation Department – 304 S 22<sup>nd</sup> Ave, Durant, OK 74701



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**Form of Proposal**  
**Bid Package 21221117**  
**Dark/Lit fiber wan services / Internet access bundle**

Please complete the information requested below and submit an attached detailed proposal. The proposal must list specific hardware quantities for e-rate compliance.

Description	Ineligible Dark Fiber Cost	Total Dark Fiber Cost	Ineligible Lit Fiber Cost	Total Lit Fiber Cost
DHS				
DMS				
DIS				
GW				
NWH				
REL				
WI				
DVA				
DSTD				

Total Cost for Dark Fiber Wan / Internet Access Bundle - \$

Total Cost for Lit Fiber Wan / Internet Access Bundle - \$

Bidder's Name

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## Attachment 1

### UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposals, vendors must agree to participate in the Universal Service Support Mechanism for Schools and Libraries (commonly known as the “E-rate” program) as provided for and authorized under the federal Telecommunications Act of 1996 (47 U.S.C. § 254 “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“E-rate”) subsidies. To ensure compliance with all applicable E-rate regulations, program mandates and auditing requirements, vendors must comply with the following:

- **E-rate Knowledge**

Vendor shall have, at a minimum, a working knowledge of how the E-rate Program works and what it requires the Vendor to do.

- **E-rate Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

- **E-rate Participation**

Vendor agrees to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), the Federal Communications Commission, and any other agency or organization with a role, now or in the future, in administering the E-rate Program. Vendor’s cooperation is necessary to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

- Recourse Against Vendor for Failure to Cooperate

Vendor agrees that if the District is unable to receive funding for which it applied or is otherwise entitled to receive due to the Vendor not cooperating and/or providing requested documentation, Vendor will be liable to the District for the amount that the District was unable to collect from USAC due to Vendor’s failure to cooperate and/or provide requested documentation.

- **Lowest Corresponding Price**

The Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”

- The District is not obligated to ask for the LCP; it must receive it.
- Upon request, Vendor agrees to provide to the District, in electronic form, all of the information necessary to determine what the LCP is or, at a particular time, was.
- If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP. If it is determined that the Vendor did not charge the LCP, Vendor agrees to correct the billing and return any monies to the District that were paid due to the Vendor’s violation of the LCP Rule.
- Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
- Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.



- The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.
- **E-rate Documentation**  
Vendor shall provide to District staff and/or the District’s E-rate consultant, as directed and within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E- rate support.
- **Invoicing Procedures**  
Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:
  - Date of invoice
  - Date(s) of service
  - Funding Request Number (“FRN”)
  - Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
  - Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
  - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
  - Invoice on Vendor’s letterhead or on a Vendor-generated form
  - District’s Billed Entity Number
  - District’s Federal Communications Commission Registration Number
  - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)
- **E-rate Discounted Invoicing and Reimbursement Processes**  
Vendor shall, at the District’s request, either (a) invoice the District only for the non-discounted amounts due on E- rate-approved transactions and simultaneously invoice USAC for the balance [Discounted Invoice Process] or (b) invoice the District in full for eligible products and services [Reimbursement or “BEAR” Process].
- **Discounted Invoice Process**
  - Invoicing  
Within fourteen (14) days from the date that Vendor delivers to the District E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor’s contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.
  - Timely Filing  
Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
  - Invoice Rejection  
Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC’s refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until the District has exhausted its administrative remedies.
  - District Approval  
Before Vendor may submit an invoice to USAC for a service it provided or, in appropriate circumstances, will be providing to the District, Vendor must first submit a copy of that invoice to the District for its review and approval. The District shall not unreasonably delay or

withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

- **Reimbursement Process**

- Service Provider Annual Certification Form Requirement

- Vendor will, In accordance with E-rate Program rules, file a FCC Form 473 annually with USAC. Vendor understands that unless and until it files this form for a particular funding year, USAC will not process any FCC Form 472 ("BEAR") request from the District to reimburse it for the payments it has made already to Vendor for the non-discounted portions of its invoices for that year.

- Recourse Against Vendor for Failure to File its Annual Certification Form

- Vendor agrees that if the District cannot collect a reimbursement payment from USAC because of Vendor's failure to file a Form 473, Vendor will be liable to the District for the amount that the District was unable to collect from USAC due to Vendor's failure to file that form.

- **Delayed E-rate Funding Commitment**

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

- Retroactive Invoicing

- When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

- **E-rate Audit and Document Retention Requirement**

Vendor shall retain secure, easily retrievable electronic copies of all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. In all subcontractor agreements for services, Vendor shall include a provision requiring the subcontractor to retain the same electronic records and allowing the District the same right to inspect and audit them as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
  - Where labor is involved, maintaining detailed, signed individual timesheets
  - Ensuring that ineligible charges are not submitted to USAC
  - Invoicing to USAC that is consistent with the contract and the applicable Forms 470 and 471
  - Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
  - Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
  - Ensuring, where applicable, that non-recurring services are provided prior to September 30th and recurring services provided prior to June 30<sup>th</sup> of the relevant E-rate funding year

- Creating and retaining supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District was actually provided to the District and when
  - If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
  - If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
  - Documenting that E-rate funded services were provided within the allowable contract period and program year
  - Charging proper FRN(s)
  - Ensuring that invoices and USAC forms are submitted to the District in a timely manner
  - Ensuring that USAC forms are filled out completely, accurately, and on time
  - Maintaining a fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format
- **Contract Term Modification**

The District reserves the right to extend or abbreviate the term of the contract for as long or short a period of time as it deems necessary, if the receipt of E-rate funding for the products and/or services the contract covers depends on it. For example: (1) a contract term modification might be necessary to make the Contract term coincide with an E-rate “program year;” or (2) a contract extension might be necessary if the District receives a “service delivery deadline extension.”



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## STATEMENT OF NON-COLLUSION

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, OF LAWFUL AGE, BEING  
FIRST DULY SWORN, ON OATH SAYS THAT HE IS AUTHORIZED BY THE BIDDER TO SUBMIT THE  
ATTACHED BID. AFFIANT FURTHER STATES THAT THE BIDDER HAS NOT BEEN A PARTY TO ANY  
COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO  
BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING; OR WITH ANY OFFICIAL OR EMPLOYEE  
OF THE DURANT SCHOOL DISTRICT I072, BRYAN COUNTY, OKLAHOMA, AS TO QUANTITY,  
QUALITY OR PRICE IN THE PROSPECTIVE CONTRACT; OR ANY OTHER TERMS OF SAID  
PROSPECTIVE CONTRACT; OR IN ANY DISCUSSIONS BETWEEN BIDDERS AND ANY OFFICIAL OR  
EMPLOYEE OF THE ABOVE NAMED SCHOOL DISTRICT CONCERNING EXCHANGE OF MONEY OR  
OTHER THING OF VALUE FOR SPECIAL CONSIDERATION IN THE LETTING OF A CONTRACT.

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Bidder or His Agent

\_\_\_\_\_  
Notary Public (or Clerk or Judge)